# OF THE STATE OF CALIFORNIA



Application of Prodigy Children's Shuttle Service, LLC for a Certificate of Public Convenience and Necessity under Section 1031, et seq., of the Public Utilities Code, to operate as an on-call, door-to-door, Passenger Stage Company throughout Elk Grove, California, on weekdays, exclusively for children and teens and throughout Sacramento County California for the General Public on weekends; and to establish a Zone of Rate Freedom.

APPLICATION OF PRODIGY CHILDREN'S SHUTTLE SERVICE, LLC.
for PASSENGER STAGE AUTHORITY

The application of Prodigy Children's Shuttle Service, LLC, hereinafter referred to as "Applicant" respectfully states:

Applicant is a California corporation created, duly registered with the California Secretary of State under existing California laws. A copy of its Articles of Organization and Statement of Information are attached hereto and marked Exhibit-A.

Applicant's legal name and principal place of business are as follows:

Prodigy Children's Shuttle Service, LLC. Attn: Kevin Lillard, Owner 5605 Claudied Way Elk Grove, California 95757 The names, title, and address of the officer and owner of the company and contact for this application is as follows:

Kevin Lillard 5605 Claudied Way Elk Grove, California 95757 Telephone: 415-797-2474

Email: Kevin@ProdigyShuttle.com

PROPOSED SERVICE: Pursuant to §1031 of the Public Utilities Code, Applicant seeks a

Certificate of Public Convenience and Necessity to operate a Passenger Stage Corporation, as

defined by §226 of the Public Utilities Code, to provide scheduled shuttle service exclusively to

children and teens Monday through Friday from 6AM to 9PM throughout the city of Elk Grove.

Additionally, Applicant will operate an on-call service for the public to predetermined drop off

and pickup locations, including but not limited to airports, malls, entertainment venues,

businesses and passenger residences throughout Sacramento County on weekends. Applicant

also seeks to establish a Zone Rate of Freedom, pursuant to Public Utilities Code §454.2.

Services described in this application will be provided using two (2) 2019 Mercedes Sprinter vans (Exhibit-B) each with a seating capacity of 12-passengers and highly qualified drivers screened and vetted through an extensive qualification process which includes an extensive criminal background check and fingerprinting clearance by Trustline. The second van has not been picked up yet. It is being held at Mercedes Sacramento. The registration, insurance and description of the van that has been leased are included as Exhibit B. The VIN number of the second van that will be leased at the end of October is WDZPFOCD3KP101510. The second van will be the same make, model and description of the first van.

PROPOSED ZONE OF RATE FREEDOM: Pursuant to §454.2 of the California Public Utilities Code, Applicant also seeks authority to establish a zone of rate freedom (ZORF) of plus or minus fifteen percent (± 15%) above and below the proposed standard, one-way fare for a regular tariff under the provisions of §454, et seq., under Division 1, Chapter 3 (Public Utilities Act), Article 1, of the Public Utilities Code.

Applicant agrees with the Commission in the proposition that "competition is good for the public" and with the understanding that no reasonable carrier is willing to price itself out of the market by charging non-competitive, exorbitant fares and/or underprice its services that may prevent Applicant from establishing and running the basic highway safety, inspection, repairs and maintenance programs required by the Commission; in addition to, automobile insurance, driver and other employee wages required by EDD, workers' compensation required by the Department of Industrial Relations, and child/infant safety programs required by the Department of Justice: reference also §54.1 of the Civil Code.

Given all circumstance, Applicant believes the proposed ZORF is reasonable and will reduce regulatory burdens should fares need to be adjusted.

FARE STRUCTURE: The hours of operation are 6AM to 9PM Monday through Friday and based on advance scheduling services between Applicant and parents as needed to accommodate children's/passengers' schedules. Transportation shall be provided between locations that parents have requested to schools, local programs and activity centers, and other locations for a flat fare of \$10 per child, per ride (*Weekday – Rate Schedule* attached as **Exhibit-C**) during weekdays. Applicant will also provide rideshare service throughout Elk Grove and advanced

scheduled private tours to predetermined locations throughout Elk Grove and the Sacramento County on weekend (*Weekend – Rate Schedule* attached as Exhibit-D.)

SERVICE AREA DESCRIPTION: A map showing the city of Elk Grove as the area of operation on weekdays from 6AM to 9PM is attached hereto as Exhibit-E and an area map of Sacramento County showing the areas of operation on weekends is attached hereto as Exhibit-F.

passenger vans. All vehicles will be fully insured, air conditioned, and meet or exceed safety requirements. A description of the vans to be operated in the proposed service is as shown in **Exhibit-G** attached hereto. Applicant also has a GIS/GPS app that was developed for parents to request rides, receive alerts when the van is in route and within 100 meters, receive alerts when children are picked up and dropped off, turn-by-turn tracking, as well as provide routing for the drivers, and backend/logistical planning and mapping for the owner/operator.

DRIVERS: All drivers must pass an initial 16-point certification process (Exhibit-H), which includes a criminal background check and fingerprint clearance by Trustline. Drivers will be enrolled in the DMV Pull Notice Program (PNP). Further, drivers will be enrolled and tested in the controlled substances and alcohol testing program (CSAT), including but not limited to, a pre-employment screening program (PSP): Ref. Part 382 (commencing with §382.101) of Title 49 of the Code of Federal Regulations, or §34520 of the Vehicle Code. All drivers will observe the "hours-of-service (HOS)" prescribed by the California Highway Patrol (CHP): Ref. HOS limits contained in Title 49, Code of Federal Regulations, Part 395.5, applicable to drivers of passenger-carrying vehicles; and, as amended to include intrastate modified drivers.

statements to provide. However, Applicant has attached his Personal Financial Statement marked as Exhibit-I to show the financial ability to launch the business. Applicant is also in the process of obtaining a loan through the Small Business Development Corporation (SBDC) for additional funds to operate the business and further ensure financial solvency.

The Profit and Loss Forecast attached hereto and marked **Exhibit-J** shows that the proposed service is fiscally viable. All data figures were driven by survey of 286 respondents conducted earlier this year in which 20% was used in the data pool.

Pursuant to Rule 1.2 of the Commission's Rules of Practice and Procedure, Applicant hereby requests a waiver of the requirements of Rule 3.3(b) of the Commission's Rules of Practice and Procedure, since Applicant is a single-owner corporation and there are no other entities to be served.

Public convenience and necessity require a grant of authority requested by Applicant for the following reasons: Today, most households have dual-working parents who have difficulty managing their work schedules along with their child's transportation and activity schedules.

Out of desperation, parents are taking huge risks putting their unaccompanied children in an Uber or Lyft or compromising their careers so their children can have an active and more enjoyable upbringing. As children grow older, they become more active, and balancing everything becomes more difficult. My wife and I continuously face dilemmas where we have to figure out how we are going to get our children to different activities at the same time; or, we have had to tell our children that they cannot participate in activities because our schedules do



not permit. We/parents work hard so our children can enjoy the fruits of our labor. It is a shame when our children cannot participate in extracurricular activities simply because we/parents are at work and cannot get them there. This issue has become far too prevalent, and so Prodigy is here to do something about it. Prodigy will provide parents with a safe, reliable and permanent option for their children's transportation while providing children with greater access to activities and programs to enhance their development and upbringing. Prodigy will also provide families and large groups the convenience and enjoyment of being able to commute together to weekend activities such as sporting events, museums, pick up and drop off at the Sacramento airport, and other destinations throughout the Sacramento Valley.

Pursuant to RPP, Rule 3.3(b), the names of all county and city governmental entities, regional transportation planning agencies and public transit operators within whose boundaries passengers will be loaded or unloaded are attached hereto as Exhibit-K. Also included, is a sample copy of the letter mailed to those entities, agencies, authorities (Exhibit-L) and the Certificate of Service (Exhibit-M).

Applicant requests a waiver of the requirements of RRP, Rule 3.3(b), Rule 1.2.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

Wherefore, Applicant prays that a certificate be granted authorizing the operation of the service hereinabove described and for such further order as may be proper.

Dated: October 8, 2019 at Elk Grove, California

S/\_\_\_\_\_

KEVIN LILLAKU

#### **VERIFICATION**

I am the applicant in the above-entitled matter; the statements in the foregoing document are true of my own knowledge, except as to matters, which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on <u>October</u>

8, 2019 at Elk Grove, California.

S/\_\_\_\_\_

KEVIN LILLARD

## SCOPING MEMO INFORMATION

#### A. Category (Check the category that is most appropriate)

Adjudicatory – "Adjudicatory" proceedings are: (1) enforcement investigations into possible violations of any provision of statutory law or order or rule of the Commission; and (2) complaints against regulated entities, including those complaints that challenge the accuracy of a bill, but excluding those complaints that challenge the reasonableness of rates or charges, past, present, or future.

X Ratesetting — "Ratesetting" proceedings are proceedings in which the

Commission sets or investigates rates for a specifically named utility (or utilities) or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities). "Ratesetting" proceedings include complaints that challenge the reasonableness of rates or charges, past, present, or future. Other proceedings may also be categorized as Ratesetting when they do not clearly fit into one category.

Quasi-legislative — "Quasi-legislative" proceedings are proceedings that establish policy or rules (including generic ratemaking policy or rules) affecting a class of regulated entities, including those proceedings in which the Commission investigates rates or practices for an entire regulated industry or class of entities within the industry.

#### B. Are hearings necessary? No



#### 1. Are public witness hearings necessary? No

Public witness hearings are set up for the purpose of getting input from the general public and any entity that will not be a party to the proceeding. Such input usually involves presenting written or oral statements to the presiding officer, not sworn testimony. Public witness statements are not subject to cross-examination.

Application for certificate of public convenience and necessity by Prodigy Children's Shuttle

Service LLC dba Prodigy Shuttle, under Section 1031, et seq., of the Public Utilities Code, to

C. Issues – List here the specific issues that need to be addressed in the proceeding.

operate an on-call, door-to-door, passenger stage, in Elk Grove, California on weekdays and pick-up and drop off commuters throughout Sacramento County on weekends.

**D. Schedule** (Even if you checked "No" in B above) Should the Commission decide to hold hearings, indicate here the proposed schedule for completing the proceeding within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting or quasi-legislative).

The schedul	e should include proposed dates for the following events as needed:
	Prehearing conference
	Hearings
<u></u>	Briefs due
	Submission
	Proposed decision (90 days after submission)

Final decision (60 days after proposed decision is mailed)

ASAP

## **EXHIBITS**

Exhibits A through M along with additional attachments are included as follows:

- 1. Articles of Organization Exhibit A
- 2. Statement of Information Exhibit A
- 3. Picture of 12-Passenger Van Exhibit B
- 4. Vehicle Description Exhibit B
- 5. Vehicle Insurance Exhibit B
- 6. Vehicle Registration Exhibit B
- 7. Weekday Rate Schedule Exhibit C
- 8. Weekend Rate Schedule Exhibit D
- 9. Area Map of Elk Grove Exhibit E
- 10. Area Map of Sacramento County Exhibit F
- 11. 16-Point Driver Certification Exhibit H
- 12. Personal Financial Statement Exhibit I
- 13. Profit & Loss Forecast Exhibit J
- 14. Regional Transportation Agencies and Authorities Exhibit K
- 15. Letter to Regional Transit Agencies and Authorities Exhibit L
- 16. Certificate of Service Exhibit M
- 17. Drug and Alcohol Testing for PCSS Exhibit N

## EXHIBIT A

Prodigy's Rate Schedule: For children's shuttle service during the normal business hours of 7am to 9pm, Monday through Friday throughout Elk Grove:

- The fair is \$10 per ride
- There are 6-month, 3-month, monthly, weekly and daily service agreements available.
- **Best Option:** A 6-month agreement ensures your child has a seat on a van for 6 months. It also comes with a 10% discount factored over the 6-months. So, if your child rides on a Prodigy van one time per day, 5 days per week, then the monthly cost will be approximately \$200 per month, which equals \$1,200 total for 6 months but billed weekly (\$50 per week). With the 10% discount, the weekly amount billed and payable will be approximately \$45. Parents will save approximately \$20 per month, which equals two free rides.
- Second Best: A 3-month agreement ensures your child has a seat on a van for 3 months. It also comes with a 5% discount factored over the 3-months. So, the total cost for 3 months would be approximately \$600, but with the 5% it comes out to be approximately \$570 for 3 months, \$190 per month, or \$47.50 per week.
- Weekly and daily options are first come-first serve and do not ensure your child has a seat on a van.

Prodigy will provide exclusive shuttle service for Prodigy Families on weekends and after hours. This special service includes shuttle rides to museums, sporting events, pick up or drop off at the airport, trips to Lodi's wineries, local parties and events, etc. Please contact us for more information including rates at <a href="mailto:info@ProdigyShuttle.com">info@ProdigyShuttle.com</a> or (916) 895-2103.

This service must be arranged in advance.

## **EXHIBIT B**

There is no exact time schedule between points served to propose. Our business will only be provided in the city of Elk Grove during our weekly hours of operation, which is from 6am to 9pm Monday through Friday and open on weekends. The schedule between points is yet to be determined, since we have not started or scheduled the pre-registration for service – not until we receive licensing/authority from CPUC, DMV and CHP.

## **EXHIBIT D**

Prodigy Children's Shuttle Service will start off operating two, 12-passenger, 2019 Mercedes 2500 Sprinter Vans. Prodigy has chosen this line and size of van after careful review, consideration, pricing and test driving other commercial passenger vans.

Based on the price, operation and overall rating of the Mercedes Sprinter vans, we decided it was the best option.

(see attachments)



REQUEST FOR A Public Service Agency COMMERCIAL REGISTRATION LICENSE PLATE OF A PASSENGER VEHICLE YEAFVMAKE VEHICLE ID NUMBER 2019/MBZ WDZPF0CD3KP110031 To change from automobile to commercial registration, please bring the following items with you to DMV (appointments are available to save you time): Certificate of Title Weight certificate from a Public Weighmaster (see the yellow pages of your telephone directory under Scales-Public Weighers). If your Certificate of Title already shows an unladen weight, you do not need a weight certificate. This form, completed, and your automobile license plates. DMV will issue you new commercial plates. NOTE: Weight fees will be collected from the date you first begin using the vehicle commercially. Please complete part 1 or 2, as appropriate. ✓ Station Wagon ☐ Taxicab\* ☐ Bus This ☐ Ambulance Rental Limousine will be used to transport passengers for hire, compensation, or profit. This vehicle will not be used to transport property. \* This form is not required for taxicabs if the vehicle is registered to the taxicab company. This station wagon will be used in business and Tam:  $\square$  the owner of this vehicle which is registered in my business name. the employee of a business which requires me to own and operate a station wagon which is registered in my name. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. SIGNATU 09/03/2019 8/16

WILL START USING THIS VEHICLE COMMERCIALLY ON:

REG 590 (REV, 10/2007) WWW



## Lease Schedule A (Commercial Lease Agreement - Commercial Vans FMV)

PRODIGY CHILDREN'S SHUTTLE SERVICE LLC (LESSEE)

Signature X: \_\_\_ Title: MANAGER

	OCATION:  ress: 5605 Claudied Way										
County: Sacrame	nto		<u></u>	City: Elk Grove		State:	CA	1 7: T	<u></u>		
y too arist				S-5: Lik Glove	<del></del>	state.	CA	Zip: 95757-1645 Geo Code: 24*24*			
ROPERTY SCHEDU				TERM 48	·····	<u>-</u>		<del></del>	966800		
Year Make Model		del	Serial Number	Delivery Date Capitalized Cost			Residual Value	Titling Source			
2019 MERCEDES BENZ M2PV46			PV46	WDZPF0CD3KP110031	08/19/2019	08/19/2019 \$46,299.00			DEALER		
						<u> </u>	·				
For multiple units, please CAPITALIZED CC	se refer to th	e attached	Addendum A.		Character and the Control of the Control						
Gross Capitalized Cost	(Including o	PROINT ITL	THATME	NTS:	INITIAL AMOL						
Up-Front Tax of \$0.0	(uregrittà c	) <sub>‡</sub> obiralizen		\$46,971.75	Capitalized Cost F	Reduction	İ				
Capitalized Cost Reduc		· · · · · · · · · · · · · · · · · · ·		\$3,000.00	License/Registrali	on Fees	<del></del>	<u> </u>	\$3,000.0		
Adjusted Capitalized Co				\$43,971.75	First TOTAL Mont	hly Lease P	ayment		\$0.		
Base Monthly Lease Pa				\$636.85	State/Use Tax on	Initial Amou	nts Due:		40.		
Monthly Service/Mainte Daimler Trust Insurance		ract Cost			State			6.0%	\$180.		
State/Use Taxes per me		;		\$0.00	Local	<u></u>		0.0%	\$0.0		
State	0·11111.	<del></del>	6.0%	\$38,22	County Other		<del></del> γ	1.75%	\$52.		
Local			0.0%	\$0.00	Total				\$0.		
County			1.75%	\$11.14				F <b>5</b>	\$3,232		
OTAL Monthly Lease				\$686.21 uted exemption documentation or				<del> </del>			
				2019 and continuing (i) on the	same day of eac	h month the	ereafter or (ii) a		ached Lease Paym		
etum of Equipment — ommercial Vans or Freig Equipment listed abo	Upon the e philiner Com ve will have	xpiration of mercial Vari	the Lease, L is dealer. Up	essee shall, at Lessee's expension the expiration or termination than 15.000 miles per year	e same day of eac se, assemble and p of this Lease, Less or per item of Faul	h month the eturn the E	ereaffer or (ii) a: quipment unenci	s set forth in the att	ached Lease Paym prized Mercedes- Be		
turn of Equipment — immercial Vans or Freig Equipment listed about the bount, then Lessee will in	Upon the e philiner Con ve will have pay an exce	xpiration of imercial Vari accumulate as mileage o	the Lease, L ns dealer. Up ed no more charge of \$	essee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 15 per mile per item of Equi	e same day of eac se, assemble and r of this Lease, Less ir, per item of Equi oment.	h month the eturn the E ee affirms to pment, and	ereafter or (ii) as quipment unenco nat the mileage s if such item of	s set forth in the att imbered to an autho hown on the odomet Equipment has mile	ached Lease Paym orized Mercedes- Be er is accurate and i age in excess of si		
tum of Equipment — mmercial Vans or Freig Equipment listed about wount, then Lessee will prificate of Delivery a	Upon the e philiner Con ve will have pay an exce nd Accepts	xpiration of nmercial Van accumulate ss mileage o ance and D	the Lease, Lease, Lease, Lease of Section the Lease of Section the Lease of Section the Lease of Place	essee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 15 per mile per item of Equi	e same day of eace, assemble and pof this Lease, Lessor, per item of Equipment.  by certifies to Lessor, by certifies to Lessor.	h month the eturn the E se affirms the present, and	ereafter or (ii) as quipment unenci nat the mileage s if such item of	s set forth in the att ambered to an autho hown on the odomet Equipment has miles te described above a	ached Lease Paymorized Mercedes- Brief is accurate and page in excess of sizes.		
turn of Equipment — mmercial Vans or Freig Equipment listed about cunt, then Lessee will in rtificate of Delivery a uipment described her	Upon the e chiliner Conve will have pay an exce and Accepta ein: (1) is to	xpiration of imercial Variations accumulate as mileage of the and bringible pers	the Lease, Les dealer. Uped no more charge of \$ate of Place conal property	Lessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 15 per mile per item of Equi ment in Service — Lessee here y, (2) has been delivered to and	e same day of each se, assemble and ro of this Lease, Less r, per item of Equi pment. by certifies to Less f accepted by Less	h month the Elee affirms to pment, and or that on a see and is in the control or that on a see and is in the control or the co	ereafter or (ii) as quipment unence nat the mileage s if such item of and as of the da on the nossession	s set forth in the att ambered to an autho hown on the odomet Equipment has miles te described above a	ached Lease Paymorized Mercedes- Brief is accurate and page in excess of sizes.		
turn of Equipment — mmercial Vans or Freig Equipment listed about, then Lessee will in rtificate of Delivery a supment described her allable for use and place information requested	Upon the e ghiliner Com we will have pay an exce nd Accepts ein: (1) is ti ed in service by Lessor	xpiration of imercial Van accumulates mileage of and Dangible persection or any taxi	the Lease, Les dealer. Uped no more charge of \$\frac{1}{2} ate of Place on the above of the above on the above of the above on the above on the abov	essee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 0,15 per mile per item of Equi ment in Service — Lessee here y, (2) has been delivered to and a described "Delivery Date." Lessee here at any time to support any or	e same day of each se, assemble and ro of this Lease, Less r, per item of Equi pment. by certifies to Less f accepted by Less see will provide Less	h month the eturn the Eee affirms the pment, and or that on a see and is in	ereafter or (ii) as quipment unencin nat the mileage s if such item of and as of the da n the possession	s set forth in the att ambered to an autho hown on the odomet Equipment has miles te described above a n of the Lessee, and	nached Lease Paym orized Mercedes- Bater is accurate and it age in excess of sit as "Delivery Date," It (3) the Equipmen		
turn of Equipment— Immercial Vans or Freig Equipment listed abovent, then Lessee will prificate of Delivery a supment described her allable for use and place information requested of of place of delivery.	Upon the eghtliner Conve will have been exceeded and Acceptate of the convergence of the	xpiration of imercial Var accumulate smileage of and Dangible perse by Lessee or any taxing arding deliversial Variance of any taxing articles of any	the Lease, L is dealer. Up ed no more thange of \$ ate of Place onal property on the above ng jurisdiction	essee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 15,000 miles per well of the second of the second of the support any cand trip loos.	e same day of each se, assemble and ro of this Lease, Less r, per item of Equi pment. by certifies to Less f accepted by Less see will provide Less laimed tax exemp	h month the Eurn the E ee affirms to preent, and or that on a see and is it soor with an	ereafter or (ii) as quipment unence nat the mileage s if such item of and as of the da n the possession y and ng but not limité	s set forth in the att ambered to an autho hown on the odomet Equipment has miles te described above a tof the Lessee, and d to delivery docum	nached Lease Paymorized Mercedes- Beter is accurate and tage in excess of sums. "Delivery Date," Id (3) the Equipment tents, receipts or officers.		
turn of Equipment— Immercial Vans or Freiga Equipment listed about the Lessee will prificate of Delivery a supplement described here allable for use and place information requested of of place of delivery, tification and Affirmation and A	Upon the eghtliner Conve will have beyone exceeded and Acceptable in: (1) is to be for affidavits relation of Rep	xpiration of imercial Variation of accumulates simileage of ance and Dangible perse by Lessee or any taxing arding deliversentation	the Lease, Lease	dessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here y. (2) has been delivered to and e-described "Delivery Date." Lessee here and trip logs.	e same day of each assemble and to this Lease, Less or, per item of Equipment.  by certifies to Less of accepted by Less see will provide Less assemble and tax exemples that its	h month the eturn the Eee affirms to pment, and or that on a see and is it soon with any ion, including arrantee a	ereafter or (ii) as quipment unenci lat the mileage s if such item of and as of the da in the possession y and ing but not limite	s set forth in the att ambered to an autho thown on the odomet Equipment has miles te described above a 1 of the Lessee, and d to delivery documents in the Lessee.	nactied Lease Paymorized Mercedes- Beier is accurate and I age in excess of stars "Delivery Date," It (3) the Equipment thents, receipts or other		
turn of Equipment — mmercial Vans or Freig Equipment listed about, then Lessee will prificate of Delivery a uipment described here allable for use and place information requested of of place of delivery, tification and Affirmat fied and affirmed in all	Upon the e ghiliner Com ve will have pay an exce nd Accepts ein: (1) is to ed in service by Lessor affidavits re- tion of Rep aspects as	xpiration of immercial Variation of accumulate as mileage of and D angible persection or any taxing arding deliversentation of the date of	the Lease, Lease	dessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here y. (2) has been delivered to and e-described "Delivery Date." Lessee here and trip logs.  Is and Covenants - Lessee here Schedule and confirms that the nessee here schedule an	e same day of each assemble and to this Lease, Less or, per item of Equipment. by certifies to Less of accepted by Less see will provide Less assemble to the seemble by agrees that its empresentations made	h month the eturn the Eee affirms to pment, and or that on a see and is it is sor with any ion, including warranties as a in the Lea	ereafter or (ii) as quipment unenci nat the mileage s if such item of and as of the da in the possession y and ing but not limite	s set forth in the att imbered to an author thown on the odomet Equipment has miles te described above a to f the Lessee, and d to delivery document ade in the Lease Agust Statement are	nached Lease Paymorized Mercedes- Beier is accurate and I age in excess of stars "Delivery Date," It (3) the Equipment are approvement are approved.		
turn of Equipment— Immercial Vans or Freig Equipment listed abovent, then Lessee will prificate of Delivery a uipment described here allable for use and place information requested of of place of delivery, tification and Affirmatified and affirmed in all the date of this Lease 5	Upon the e ghiliner Com ve will have pay an exce and Accepte ein: (1) is ti ed in service by Lessor affidavits re tion of Rep aspects as o Schedule, in	xpiration of immercial Variation of accumulate as mileage of and D angible persection or any taxing arding deliversentation of the date of	the Lease, Lease	dessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here y. (2) has been delivered to and e-described "Delivery Date." Lessee here and trip logs.	e same day of each assemble and to this Lease, Less or, per item of Equipment. by certifies to Less of accepted by Less see will provide Less assemble to the seemble by agrees that its empresentations made	h month the eturn the Eee affirms to pment, and or that on a see and is it is sor with any ion, including warranties as a in the Lea	ereafter or (ii) as quipment unenci nat the mileage s if such item of and as of the da in the possession y and ing but not limite	s set forth in the att imbered to an author thown on the odomet Equipment has miles te described above a to f the Lessee, and d to delivery document ade in the Lease Agust Statement are	nached Lease Paymorized Mercedes- Beier is accurate and I age in excess of stars "Delivery Date," It (3) the Equipment are approvement are approved.		
tum of Equipment — mmercial Vans or Freig Equipment listed about the Lessee will prificate of Delivery a subment described here allable for use and place information requested of of place of delivery, tification and Affirmatified and affirmed in all the date of this Lesse Sequipment set forth here H Authorization—Fron	Upon the e ghiliner Con ve will have pay an exce nd Accepts ein: (1) is to ed in service by Lessor affidavits re- tion of Ren aspects as o Schedule, in ein.	xpiration of immercial Variation of accumulations mileage cance and Dangible persection and taxing arding delinguished also delinguished accumate the Lessee in the calcumate in the calcumate accumulation of the delication accumulation accu	the Lease, Lease	dessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 15,000 miles ye	e same day of each se, assemble and to this Lease, Less r, per item of Equipment. by certifies to Less r accepted by Less see will provide Letalmed tax exemple by agrees that its expresentations mad see hereby characters in initiate single of	the month the eturn the Eace affirms to pment, and or that on a see and is it is sor with an ion, including warranties are in the Leacetze this Leacetze this Leacetze the second of the	ereafter or (ii) as quipment unenci nat the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants m se Agreement ar ase Schedule as	s set forth in the att ambered to an authorhown on the edomet Equipment has miles te described above a t of the Lessee, and d to delivery docume ade in the Lease Agr d Statement are, as a separate lease with	nached Lease Paymorized Mercedes- Biter is accurate and lage in excess of sites "Delivery Date," at (3) the Equipment the respect to each it is a paymore the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect to each it is a paymore and the respect		
tum of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p rtificate of Delivery a uipment described her allable for use and plac information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lesse S equipment set forth her H Authorization—Fron tk account held at the fe	Upon the e ghiliner Conve will have pay an exce and Accepts ein: (1) is to ed in service by Lessor affidavits reition of Ren aspects as occident, in time to thin inancial insti	xpiration of immercial Van accumulate accumulate semileage cance and Dangible perse by Lessee or any taxing delinesentation of the date of accurate the Lessee in tutton Lessee in the date of the cancer accurate the Lessee in the date of the cancer accurate the Lessee in the tutton Lessee in the cancer accurate the Lessee in the tutton Lessee in tutton Lessee i	the Lease, Lease	dessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year 0.15 per mile per item of Equiment in Service — Lessee here y, (2) has been delivered to and e-described "Delivery Date." Les on at any time to support any cand trip logs, as and Covenants - Lessee here Schedule and confirms that the me in all aspects. Lessor and Lessee sor by telephone or otherwise in through the Automated Cleating	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less raccepted by Less raccepted by Less see will provide Less that its representations mad see hereby charact to initiate single of House (ACH) nets.	the month the eturn the Ease affirms to pment, and or that on a see and is it is sor with an ion, including warranties are in the Lea erize this Learner of Assessing the Lagrantic Assessing the Lagr	ereafter or (ii) as quipment unenci- nat the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants m se Agreement ar ase Schedule as	s set forth in the att ambered to an author thown on the edomet Equipment has miles te described above a to f the Lessee, and d to delivery docum ade in the Lease Agr d Statement are, as a separate lease with	nached Lease Paymorized Mercedes-Bier is accurate and age in excess of sies "Delivery Date," if (3) the Equipment are approved the respect to each it dousiness		
turn of Equipment — mmercial Vans or Freig Equipment listed abo count, then Lessee will p tifficate of Delivery a uipment described her tillable for use and plac information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lease S quipment set forth her H Authorization—Fron Ik account held at the f amount of Lessee's m	Upon the e ghiliner Comve will have pay an exce and Accepts ein: (1) is to ed in service by Lessor affidavits retion of Rep aspects as occhedule, in time to the inancial instruction on they payment.	xpiration of immercial Van accumulate accumulate semileage connected and Dangible persection of the date of accurate the Lessee in futton Lessee and to payment of the payment of payment of the section accurate the Lessee in futton Lessee and or payment	the Lease, Lease, Lease of the Called The Ca	dessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Equition 15,	e same day of each se, assemble and to of this Lease, Less if, per item of Equipment. By certifies to Less if accepted by Less see will provide Less to Less that its expresentations mad see hereby character to initiate single of thouse (ACH) networks.	the month the eturn the E- ee affirms it pment, and or that on a see and is it is sor with an ion, includir warranties a e in the Lea erize this Lea ork. Lesser exception	ereafter or (ii) as quipment unenci- nat the mileage s if such item of and as of the da in the possession y and ing but not limited and covenants in se Agreement ar ase Schedule as a lelectronic debit a hereby authoria	s set forth in the att ambered to an author thown on the edomet Equipment has miles te described above a to f the Lessee, and d to delivery docum ade in the Lease Ag ad Statement are, as a separate lease with entries to a specifier the other amounts a	prized Mercedes-Barris accurate and age in excess of seas "Delivery Date," if (3) the Equipment are approved in respect to each if doublings and business all such debit entries.		
turn of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p tificate of Delivery a uipment described hen uilable for use and place information requested of of place of delivery, tification and Affirmat fied and affirmed in all hed ade of this Lesse. S upulpment set forth hen he Authorization—From he account held at the fi amount of Lessee's m e to time) and agrees to	Upon the e ghiliner Comve will have pay an exce and Accepta ein: (1) is to ed in service by Lessor affidavits retion of Rep aspects as occhedule, in ein. In time to the inhancial instruction of be bound	xpiration of immercial Van accumulate accumulate semice and D angible perse by Lessee or any taxing deliversentation of the date of the courate accurate the Lessee of the courage of the reservant or payment of the semice.	the Lease, Lease, Lease of Place on the above on the abov	dessee shall, at Lessee's expension the expiration or termination. Its,000 miles per year 0.15 per mile per item of Equi ment in Service — Lessee here y, (2) has been delivered to and e-described "Delivery Date." Les on at any time to support any cand trip logs.  Is and Covenants - Lessee here Schedule and confirms that the ne in all aspects. Lessor and Lesses is through the Automated Clearing the Lease, plus all other amounts no of the National Automated Clearing the Lease, plus all other amounts as of the National Automated Clearing the Lease, plus all other amounts as of the National Automated Clearing the Lease, plus all other amounts as of the National Automated Clearing the Lease, plus all other amounts as of the National Automated Clearing the Lease, plus all other amounts are continued to the National Automated Clearing the National Automated	e same day of each se, assemble and to of this Lease, Less ir, per item of Equipment. By certifies to Less if accepted by Less see will provide Less amend tax exemple by agrees that its appresentations mad see hereby character to initiate single of House (ACH) networks agree Assemble to the time no taring House Assemble.	the month the eturn the E- ee affirms it pment, and or that on a see and is it is sor with an ion, includir warranties are in the Lea erize this Le reoccurring ork. Lesseding as the casteriation as the second in the casteria in the caster	ereafter or (ii) as quipment unenci- nat the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants m se Agreement ar ase Schedule as a letectronic debit a fireby authorie is shoo.00, (or in s	s set forth in the att ambered to an author thown on the comet Equipment has miles te described above a to f the Lessee, and d to delivery docum ade in the Lease Ag ad Statement are, as a separate lease wit entries to a specifier set hoster to initiate as a sometime to time aspentime	prized Mercedes-Bar is accurate and age in excess of seas "Delivery Date," if (3) the Equipments, receipts or or reement are approved in respect to each if the deliverse and seed specifies for the seed spec		
tum of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p rtificate of Delivery a uipment described her ailable for use and place information requested of of place of delivery, tification and Affirmatified and affirmed in all the date of this Lesses, equipment set forth here H Authorization—From amount of Lessee's m e to time) and agrees to il Monitoring—To the see's representatives,	Upon the e ghiliner Com ve will have pay an exce and Accepts ed in service by Lessor affidavits region of Rep aspects as a Schedule, in en time to the innancial institution of be bound extent permiservice province provi	xpiration of immercial Van accumulate semileage of angle perse by Lessee or any taxing arding deliversement of the date of the courage of the Lessee of the courage of the payment of the lessee of the courage of the payment of payment of payment of payment of the lessee of the courage of the payment of payment of the lessee of the courage of the payment of the lessee of the courage of the payment of	the Lease, Las dealer. Up de do more charge of \$\frac{\text{ate of Place}}{\text{ate of Place}} conal properhance on the abovery and use and complete charge of this Lease and complete charge designates and regulation, Lease e given and regulation, Lease e given and regulation.	tessee shall, at Lessee's expension the expiration or termination of the National Automated Clearing the Lessor permission to monitor of termination of the National Automated Clearing the Sesor permission to monitor	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less raccepted by Less see will provide Lease will provide Lease will provide Lease and tax exemples and tax exemples and tax exemples are hereby character to initiate single of House (ACH) new due at the time no raining House Associand record any telest	the month the eturn the Electric and or that on a see and is in sor with an ion, including warranties are in the Leaterize this Leaterize this Leaterize the Leaterize this Leaterize the convention on the convention of the conven	ereafter or (ii) as quipment unence at the mileage s if such item of and as of the da in the possession y and g but not limited and covenants made se Agreement are ase Schedule as g electronic debit a fiereby authoriz \$100.00, (or in s ey may change fiversation between	s set forth in the att ambered to an author thown on the odomet Equipment has miles te described above a to f the Lessee, and d to delivery docum ade in the Lease Agr d Statement are, as a separate lease wit entries to a specifier tes Lessor to initiate a uch other amount as om time to time, app in Lessor and Lessee	prized Mercedes-Bier is accurate and age in excess of seas "Delivery Date," of (3) the Equipment are approved the respect to each in the delivery better the season of the		
tum of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p rtificate of Delivery a uipment described hen ailable for use and place information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lesse S equipment set forth hen H Authorization—From the account held at the field amount of Lessee's m e to time) and agrees to il Monitoring - To the issee's representatives, e-Kind Exchange - As	Upon the e ghiliner Comve will have pay an exce and Accepta ein: (1) is tiled in service aspects as occhedule, in ein. In time to time in time to time to the extent permiservice provipart of a like	xpiration of immercial Van accumulate semilate s	the Lease, Lease	dessee shall, at Lessee's expension the expiration or termination of termination of termination of 15,000 miles per year 0.15 per mile per item of Equi ment in Service — Lessee here y, (2) has been delivered to and e-described "Delivery Date." Les on at any time to support any cand trip logs, as and Covenants - Lessee here Schedule and confirms that the ne in all aspects. Lessor and Lesses or by telephone or otherwise is through the Automated Clearing the Lesser plus all other amounts as Lessor permission to monitor to Assignee has engaged MBF Arts.	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less r accepted by Less recepted by Less recepted by Less recepted by Less recepted that its representations mad see hereby character to initiate single or House (ACH) network aring House Associand record any tekes recount Services LLC reservices LLC recepted re	the month the eturn the Electric and the pment, and or that on a see and is it is sor with an ion, including warranties are in the Leaterize this Leaterize this Leaterize the convention on the convention of the	ereafter or (ii) as quipment unenci at the mileage s if such item of and as of the da in the possession y and g but not limited and covenants made se Agreement are ase Schedule as g electronic debit a fireby authoriz \$100.00, (or in s ey may change for eresation between ied intermediary	s set forth in the att ambered to an author thown on the odomet Equipment has miles te described above a to f the Lessee, and d to delivery docum ade in the Lease Ag ad Statement are, as a separate lease wit entries to a specifier tes Lessor to initiate a uch other amount as om time to time, appin a Lessor and Lessee  The originating Dea	prized Mercedes-Bier is accurate and age in excess of sees "Delivery Date," of the Equipment of the Equipment are approximately and the excess of the each in the excess of the excess of the each in the excess of the each in the excess of the each in the excess of the each including the excess of the excess		
tum of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p rtificate of Delivery a uipment described her ailable for use and place information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lesses, equipment set forth her H Authorization—From the account held at the field amount of Lessee's m e to time) and agrees to ill Monitoring—To the see's representatives, e-Kind Exchange—As ified that the Assignee	Upon the e ghiliner Comve will have pay an exce and Accepta ein: (1) is to ed in service affidavits retion of Rep aspects as occhedule, in time to the innancial instruction of paymon be bound extent permiservice provipart of a like has assigned.	xpiration of immercial Van accumulate semilar and Dange	the Lease, Lease, Lease of Place on the above of this Lease and complet on the above on the tease of the above on the above on the above on the tease of the teas	Lessee shall, at Lessee's expension the expiration or termination of termination	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less r accepted by Less recepted by Less recepted by Less recepted by Less recepted that its representations mad see hereby character to initiate single of House (ACH) network and record any teken record any teken record re	the month the eturn the Electric and the earth and or that on a see and is it is sor with an ion, includir warranties are in the Lear reoccurring onk. Lesseding lation, as the phone conv.	ereafter or (ii) as quipment unenci at the mileage s if such item of and as of the da in the possession y and g but not limited and covenants made see a Agreement ar ase Schedule as g electronic debit a fireby authoriz sey may change for corsation between ied intermediary.	s set forth in the att ambered to an authorhown on the commet Equipment has miles te described above a to of the Lessee, and d to delivery docum ade in the Lease Ag ad Statement are, as a separate lease wit entries to a specifier tes Lessor to initiate a uch other amount as om time to time, appl a Lessor and Lessee The originating Dea bed in any leases. I	prized Mercedes But is accurate and page in excess of sites "Delivery Date," of (3) the Equipment are approved in respect to each it is a business all such debit entries. Lesse specifies from the desire the respect to each it is a business all such debit entries. Lesse specifies from the fire the exercises including.		
turn of Equipment — mmercial Vans or Freig Equipment listed abo count, then Lessee will p rtificate of Delivery a uipment described her allable for use and plac information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lesse S equipment set forth her H Authorization—Fron the account held at the fi amount of Lessee's m e to time) and agrees to the see's representatives, e-Kind Exchange - As tified that the Assignee triginating Dealer/Lesse triginating Dealer/Lesse	Upon the e ghiliner Comve will have pay an exce and Accepta ein: (1) is to ed in service din service assects as occhedule, in ein. In time to the inhancial instruction of a like has assigned or purchases	xpiration of immercial Van accumulate semilate semilate or angle perse by Lessee or any taxing deliverse and accurate the Lessee or itution Lesse that or payment of the date of the control of the contr	the Lease, Lease, Lease of Place on the above of this Lease and complet on the above of the abov	dessee shall, at Lessee's expension the expiration or termination. It is not the expiration or termination. It is not the expiration or termination. It is not the expiration of Equition of Equition 15,000 miles per year. It is not the Service — Lessee here y. (2) has been delivered to and education of Delivery Date." Lesse described "Delivery Date." Lesse hare and trip logs. It is sand Covenants — Lessee here Schedule and confirms that the ne in all aspects. Lessor and Lesses essor by telephone or otherwise is through the Automated Clearing the Lease, plus all other amounts ns of the National dutomated Clearing the Lessor permission to monitor to Assignee has engaged MBF Ares LLC its rights (but not its obligations or the receiver outified that the	e same day of each assemble and roof this Lease, Less roof this Lease, Less roof this Lease, Less roof this Lease, Less roof the Lease roof this Lease will provide Lease will provide Lease will provide Lease will provide Lease that its representations made see hereby character to initiate single of House (ACH) network the time not aring House Associand record any telestoont Services LLC ations) for the purcle Assignee has end	h month the eturn that on a siee and is it is or with an ion, including warranties are in the Learize this Learize	ereafter or (ii) as quipment unenci at the mileage s if such item of and as of the da in the possession y and g but not limited and covenants made see a Agreement ar ase Schedule as g electronic debit a fireby authoriz sey may change for corsation between ied intermediary.	s set forth in the att ambered to an authorhown on the commet Equipment has miles te described above a to of the Lessee, and d to delivery docum ade in the Lease Ag ad Statement are, as a separate lease wit entries to a specifier tes Lessor to initiate a uch other amount as om time to time, appl a Lessor and Lessee The originating Dea bed in any leases. I	prized Mercedes-Bier is accurate and age in excess of sees "Delivery Date," of (3) the Equipment are approximately age to each in the excess of sees and such debit entries. Lesse specifies for including the exert the less of the exert the exert the less of the exert t		
turn of Equipment — Immercial Vans or Freig Equipment listed abortount, then Lessee will purificate of Delivery a Impercial Vans of Delivery Information requested Impercial Value of Operation of Place of delivery Information and Affirmation and Affirmation and Affirmation and Affirmation of Lesses of Vans of V	Upon the e ghiliner Comve will have pay an exce and Accepta ein: (1) is to ed in service din service assects as occhedule, in ein. In time to the inhancial instruction of a like has assigned or purchases	xpiration of immercial Van accumulate semilate semilate or angle perse by Lessee or any taxing deliverse and accurate the Lessee or itution Lesse that or payment of the date of the control of the contr	the Lease, Lease, Lease of Place on the above of this Lease and complet on the above of the abov	Lessee shall, at Lessee's expension the expiration or termination of termination	e same day of each assemble and roof this Lease, Less roof this Lease, Less roof this Lease, Less roof this Lease, Less roof the Lease roof this Lease will provide Lease will provide Lease will provide Lease will provide Lease that its representations made see hereby character to initiate single of House (ACH) network the time not aring House Associand record any telestoont Services LLC ations) for the purcle Assignee has end	h month the eturn that on a siee and is it is or with an ion, including warranties are in the Learize this Learize	ereafter or (ii) as quipment unenci at the mileage s if such item of and as of the da in the possession y and g but not limited and covenants made see a Agreement ar ase Schedule as g electronic debit a fireby authoriz sey may change for corsation between ied intermediary.	s set forth in the att ambered to an authorhown on the commet Equipment has miles te described above a to of the Lessee, and d to delivery docum ade in the Lease Ag ad Statement are, as a separate lease wit entries to a specifier tes Lessor to initiate a uch other amount as om time to time, appl a Lessor and Lessee The originating Dea bed in any leases. I	prized Mercedes-Baser is accurate and it age in excess of sites "Delivery Date," of (3) the Equipment are approved in respect to each it does not be seen as all such debit entries. Lesse specifies for licable thereto.  It including the event the less of the event		
turn of Equipment — Immercial Vans or Freig Equipment listed abortount, then Lessee will purificate of Delivery a uipment described here allable for use and place information requested por of place of delivery. tification and Affirmat ified and affirmed in all the date of this Lesse S equipment set forth here the Authorization—From the Authorization—From the amount of Lessee's me to time) and agrees to time) and agrees to tified that the Assignee originating Dealer/Lesses signed to MBFS Account	Upon the e ghiliner Conve will have pay an exce and Accepta ein: (1) is to ed in service by Lessor affidavits rettion of Rep aspects as occhedule, in ein. In time to the inancial instruction of be bound extent permiservice provinces assigned or purchase of Services Legiller	xpiration of immercial Van accumulate se mileage cance and Dangible perse by Lessee or any taxing deliverse and accurate the Lessee of the cance and accurate the Lessee of the cance and accurate the Lessee of the cancer and accurate the cancer and accu	the Lease, Lease, Lease of Place on properly on the above on the above of the above	cessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of the per mile per item of Equi ment in Service — Lessee here y, (2) has been delivered to and e-described "Delivery Date." Les on at any time to support any cand trip logs.  Is and Covenants - Lessee here Schedule and confirms that the me in all aspects. Lessor and Lesses through the Automated Clearing the Lease, plus all other amounts as of the National Automated Clearing the Lessor permission to monitor to, Assignee has engaged MBF Ares LLC its rights (but not its obligations) for the sale of Equipmental of the Indigations of Indigation	e same day of each se, assemble and rof this Lease, Less r, per item of Equipment. by certifies to Less raccepted by Less see will provide Less raccepted that its representations mad see hereby character to initiate single of House (ACH) network at the time no racing House Associand record any telescount Services LLC ations) for the purcle Assignee has enquent described in sure.	h month the eturn the Elee affirms to pment, and or that on a siee and is it is or with an ion, including warranties are in the Lea erize this Le reoccurring ork. Lesseding iation, as the phone conv. I as a qualificate of the Eleases.	ereafter or (ii) ac quipment unencinat the mileage s if such item of and as of the da in the possession y and go but not limited and covenants in se Agreement ar ase Schedule as plectronic debit a hereby authoriz \$100.00, (or in s ey may change fiversation between ied intermediary. Equipment descrie	s set forth in the att ambered to an author hown on the odomet Equipment has miles te described above a t of the Lessee, and d to delivery docum ade in the Lease Ag d Statement are, as a separate lease with entries to a specifier tes Lessor to initiate a uch other amount as om time to time, app in Lessor and Lessee The originating Dea bed in any Leases. I LLC as a qualified in	prized Mercedes-Brief is accurate and lage in excess of sites "Delivery Date," of (3) the Equipment are approved in respect to each it does not be usiness all such debit entries. Lessee specifies for including the respect to hereby in the event the Lessee specifies for including the respect to hereby in the event the Lessee specifies for including the respect to hereby in the event the Lessee specifies for including the respect to hereby including the respect to hereby and has not respect to the lessee specifies for including the respect to the respe		
tum of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p rtificate of Delivery a uipment described hen ailable for use and plac information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lesse s aquipment set forth hen H Authorization—Fron the and agrees to time) and time the Assignee originating Dealer/Lesso igned to MBFS Account SCR AND LESSEE H to TITLE, AND INTE	Upon the equiliner Conve will have been excepted in: (1) is to ed in service by Lessor affidavits relation of Replayers as eschedule, in ein.  In time to the inancial instruction on the bound extent permy service prove part of a like has assigned or purchaser of Services LEREBY ACREST IN A	xpiration of immercial Van accumulate so mileage of ance and Dangible persue by Lessee or any taxing garding delining accurate the Lessee of the cules of the cul	the Lease, Lease	Lessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here and the Service — Lessee here are considered to and e-described "Delivery Date." Lessee here are considered to and e-described "Delivery Date." Lessee here are considered to and e-described "Delivery Date." Lesse here and trip logs.  It is and Covenants — Lessee here schedule and confirms that the ne in all aspects. Lessor and Lesses is through the Automated Clearing he Lease, plus all other amounts as of the National Automated Clease Lessor permission to monitor and the country of the National Automated Clease are selected that the country of the National Automated Clease is hereby notified that the bligations) for the sale of Equipmerson's SIGNATURE ON THE ESOR'S SIGNATURE ON THE	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less raccepted by Less see will provide Less raccepted by Less see will provide Less raccepted that its representations mad see hereby charact to initiate single of House (ACH) network and record any telescount Services LLC ations) for the purcle Assignee has engent described in sur IS LEASE SCHEINASED HERELIND	h month the eturn that on a siee and is it is or with an ion, including warranties at in the Lea erize this Le reoccurring onk. Lesser exceeding lation, as the phone conv. I as a qualificate of the Eturn th	ereafter or (ii) ac quipment unencinat the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants in se Agreement ar ase Schedule as plectronic debit a hereby authoriz \$100.00, (or in s ey may change fi forsation between ited intermediary. Equipment descri Account Services	s set forth in the att ambered to an author hown on the odomet Equipment has miles te described above a t of the Lessee, and d to delivery docume ade in the Lease Agr d Statement are, as a separate lease with entries to a specifier tes Lessor to initiate a uch other amount as om time to time, app in Lessor and Lessee The originating Dea bed in any Leases. I LLC as a qualified in	rached Lease Paymorized Mercedes-Biter is accurate and page in excess of sites "Delivery Date," of (3) the Equipment the Equipment are approved the respect to each it does not be usiness all such debit entries. Lessee specifies folicable thereto.  It including  Iter/Lessor is hereby in the event the Lessor is hereby in the Event the Event the Lessor is hereby in the Event the L		
turn of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will in tificate of Delivery a uipment described her uilable for use and place information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lease 5 equipment set forth her H Authorization—From the account held at the field amount of Lessee's man the bottome and agrees to time) and agrees to the see's representatives, the Exchange - As fied that the Assignee riginating Dealer/Lesse igned to MBFS Account SOR AND LESSEE H T, TITLE, AND INTE	Upon the equiliner Conve will have been excepted in: (1) is to ed in service by Lessor affidavits relation of Replayers as eschedule, in ein.  In time to the inancial instruction on the bound extent permy service prove part of a like has assigned or purchaser of Services LEREBY ACREST IN A	xpiration of immercial Van accumulate so mileage of ance and Dangible persue by Lessee or any taxing garding delining accurate the Lessee of the cules of the cul	the Lease, Lease	Lessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here and the Service — Lessee here are considered to and e-described "Delivery Date." Lessee here are considered to and e-described "Delivery Date." Lessee here are considered to and e-described "Delivery Date." Lesse here and trip logs.  It is and Covenants — Lessee here schedule and confirms that the ne in all aspects. Lessor and Lesses is through the Automated Clearing he Lease, plus all other amounts as of the National Automated Clease Lessor permission to monitor and the country of the National Automated Clease are selected that the country of the National Automated Clease is hereby notified that the bligations) for the sale of Equipmerson's SIGNATURE ON THE ESOR'S SIGNATURE ON THE	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less raccepted by Less see will provide Less raccepted by Less see will provide Less raccepted that its representations mad see hereby charact to initiate single of House (ACH) network and record any telescount Services LLC ations) for the purcle Assignee has engent described in sur IS LEASE SCHEINASED HERELIND	h month the eturn that on a siee and is it is or with an ion, including warranties at in the Lea erize this Le reoccurring onk. Lesser exceeding lation, as the phone conv. I as a qualificate of the Eturn th	ereafter or (ii) ac quipment unencinat the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants in se Agreement ar ase Schedule as plectronic debit a hereby authoriz \$100.00, (or in s ey may change fi forsation between ited intermediary. Equipment descri Account Services	s set forth in the att ambered to an author hown on the odomet Equipment has miles te described above a t of the Lessee, and d to delivery docume ade in the Lease Agr d Statement are, as a separate lease with entries to a specifier tes Lessor to initiate a uch other amount as om time to time, app in Lessor and Lessee The originating Dea bed in any Leases. I LLC as a qualified in	prized Mercedes—Beer is accurate and age in excess of seas "Delivery Date," of the Equipment of the Equipment are approximately		
tum of Equipment — mmercial Vans or Freig Equipment listed aboount, then Lessee will p rtificate of Delivery a uipment described her ailable for use and plac information requested of of place of delivery, tification and Affirmat fied and affirmed in all the date of this Lesse. S equipment set forth her H Authorization—Fron ha account held at the field amount of Lessee's m e to time) and agrees to Il Monitoring - To the see's representatives, e-Kind Exchange - As ified that the Assignee originating Dealer/Lesse igned to MBFS Account SOR AND LESSEE H IT, TITLE, AND INTE ALL INSTALLMENT (	Upon the e ghilliner Conve will have pay an exce and Accepts ein: (1) is to ed in service by Lessor affidavits retion of Ren aspects as of Schedule, in time to the inancial instruction of a like has assigned or purchasert Services LEREBY AC REST IN ACONTRAC	xpiration of immercial Variation of accumulates simileage cance and Dangible persection or any taxing delinestent of the date of the cance and accurate the Lessee nation Lessee in the cancer of the	the Lease, Lease	Lessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here y. (2) has been delivered to and adecided and trip logs.  Is and Covenants - Lessee here should and confirms that the ne in all aspects. Lessor and Lessee through the Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lessor permission to monitor as a confirmation of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts as of the National Automated Clearing he Lease, plus all other amounts are clearing he Lease, plus all other amounts are clearing her Lease and Le	e same day of each se, assemble and roof this Lease, Less r, per item of Equipment.  by certifies to Less raccepted by Less see will provide Less raccepted by Less see will provide Less raccepted that its representations mad see hereby charact to initiate single of House (ACH) network and record any telescount Services LLC ations) for the purcle Assignee has engent described in sur IS LEASE SCHEINASED HERELIND	h month the eturn that on a siee and is it is or with an ion, including warranties at in the Lea erize this Le reoccurring onk. Lesser exceeding lation, as the phone conv. I as a qualificate of the Eturn th	ereafter or (ii) ac quipment unencinat the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants in se Agreement ar ase Schedule as plectronic debit a hereby authoriz \$100.00, (or in s ey may change fi forsation between ited intermediary. Equipment descri Account Services	s set forth in the att ambered to an author hown on the odomet Equipment has miles te described above a t of the Lessee, and d to delivery docume ade in the Lease Agr d Statement are, as a separate lease with entries to a specifier tes Lessor to initiate a uch other amount as om time to time, app in Lessor and Lessee The originating Dea bed in any Leases. I LLC as a qualified in	prized Mercedes-Ear is accurate and age in excess of seas "Delivery Date," if (3) the Equipment are appropriate to each if the exemption of th		
e Equipment listed about the Lessee will pertificate of Delivery a pulpment described her railable for use and place information requested oof of place of delivery. Attified and affirmed in all the date of this Lease Sequipment set forth her her brime) and agrees to the count of Lessee's representatives, ke-Kind Exchange - As tified that the fassee's representatives, ke-Kind Exchange - As stified that the Assignee originating Dealer/Lesses signed to MBFS Account SCR AND LESSEE H.	Upon the e ghilliner Conve will have pay an exce and Accepts ein: (1) is to ed in service by Lessor affidavits retion of Ren aspects as a Schedule, in time to the inancial instruction of a like has assigned or purchasert Services LEREBY ACCONTRAC	xpiration of immercial Variation of accumulates simileage cance and Dangible persection or any taxing delinestent of the date of the cance and accurate the Lessee nation Lessee in the cancer of the	the Lease, Lease	Lessee shall, at Lessee's expension the expiration or termination than 15,000 miles per year of Lessee here and the Service — Lessee here are considered to and e-described "Delivery Date." Lessee here are considered to and e-described "Delivery Date." Lessee here are considered to and e-described "Delivery Date." Lesse here and trip logs.  It is and Covenants — Lessee here schedule and confirms that the ne in all aspects. Lessor and Lesses is through the Automated Clearing he Lease, plus all other amounts as of the National Automated Clease Lessor permission to monitor and the country of the National Automated Clease are selected that the country of the National Automated Clease is hereby notified that the bligations) for the sale of Equipmerson's SIGNATURE ON THE ESOR'S SIGNATURE ON THE	e same day of each assemble and rof this Lease, Less rof per item of Equipment. By certifies to Less of accepted by Less see will provide Less each address that its expresentations mad see hereby characters to initiate single of House (ACH) new due at the time no raring House Associand record any tek excount Services LLC ations) for the purches Assignee has engient described in sure IS LEASE SCHEI ASED HEREUND BETWEEN LESS	h month the eturn the Ee affirms to pment, and or that on a see and is it soor with an ion, including warranties are in the Lea erize this Lea erize this Leaser exceeding lation, as the phone converse of the Eaged MBF or Leases.  PULE SHALER TO DAI SOR AND	ereafier or (ii) ac quipment unenci and the mileage s if such item of and as of the da in the possession y and ing but not limite and covenants in se Agreement ar ase Schedule as y electronic debit a hereby authoriz \$100.00, (or in s ey may change to resation between ited intermediary. Equipment descri- Account Services L CONSTITUTI IMLER TRUST MERCEDES-BI	s set forth in the att ambered to an author hown on the odomet Equipment has miles te described above a t of the Lessee, and d to delivery docume ade in the Lease Agr d Statement are, as a separate lease with entries to a specifier tes Lessor to initiate a uch other amount as om time to time, app in Lessor and Lessee The originating Dea bed in any Leases. I LLC as a qualified in	prized Mercedes—Beer is accurate and age in excess of seas "Delivery Date," of the Equipment of the Equipment are approved to the Equipment and Equipment are specifies for the Equipment and the Equipment are according to the Equipment and the Equipment are according to the Equipment and the Equipment and the Equipment are according to the Equipment and the Equipment and the Equipment are according to the E		

Signature : X: \_\_\_

Title:

## **EXHIBIT E**

The following is the financial projections from the Prodigy Children's Shuttle Service business plan. Also, attached is my Personal Cash Flow Statement.

## FINANCIAL DATA

Use of Proceeds

Sources:	
Owner/Operator: Kevin Lillard	\$30,000
SBDC Loan	\$85,000
Total	\$115,000
Start Up Costs:	
Lease: Mercedes Sprinter (2 @ \$770/van)	\$1,540
Vehicle Maintenance Contract (2)	\$4,000
Working Capital (Reserve Acct)	\$30,000
Business License & Taxes	\$300
	4
Legal Fees	\$5,000
Website Design, Flyers & Logo	\$1,060
App Build	\$30,000
Business Insurance	\$250
Vehicle Insurance (2)	\$500
Vehicle Maintenance Contract	\$4,000
Marketing & Advertising (flyers, launch, signage	44 = 000
for vans, and employee shirts and cards)	\$15,000
Computer, Apps, Programs & Supplies	\$3,500
Car Seats & Equip (Boards, Zonar)	\$6,000
Payroll and HR Services (Set Up)	\$550
TrustLine Account (Set Up)	\$183
TrustLine Scan (3)	\$225
Fingerprints Scans (6)	\$600
DMV/CHP Fees & Inspections	\$300
CPUC Application Fee	\$500
Safety Training (6)	\$3,600
Defensive & Distracted Driver Trainings (5)	\$381
Licensing Fees & Annual Tax	\$800
Business (LLC) Filling Fees	\$100
Interior Security Camera System (2)	\$3,100
CPR and First Aid Training	\$120
Total	\$111,609

Pro Forma Balance Sheet January 1, 2019

Assets Current As Cash Computer Programs Total Asse	. &	\$30,000 \$3,500 <b>\$35,500</b>	Liabilities Current Liabi Total Liabiliti Capital	\$0 \$0 \$30,000						
	Sept	Oct	Nov	Dec						
Cash on Hand Operating Reserves (@3% of expenses)	30,000	6,060 30,709 709	14,194 31,418 709	23,763 32,127 709						
Cash Receipts (5% increase/mo.)	31,400	32,970	34,619	36,350						
Total Cash Available	31,400	39,030	45,612	55,890	<u>.</u>					
<u> </u>	Cash Paid Out									
Wage (6@ \$15/hr/6)	11,700	11,700	11,700	11,700						
Owner's Salary	6,000	6,000	6,000	6,000						
Supplies - Office	100	100	100	100						
Van Lease (2)	1,540	1,540	1,540	1,540						
Maintenance	0	0	.0	.0						
Gas (2)	600	.600	600	600						
Accounting/Legal	40	40	40	40						
Office	50	50	50	50						
Cellular	100	100	100	100						
App Fees & Maint.	150	150	150	150						
Alarm/Cams/Zonar	200	200	200	200						
Insurance-Auto	500	500	500	500						
Insurance-Business	250	250	250	250						

1800

200

50

40

300

23,620

9,350

1,216

8,134

1800

200

50

40

300

23,620

10,999

1,430

9,569

1800

200

50

40

300

23,620

12,730

1,655

11,075

1800

200

50

40

300

23,620

7,780

1,011

\*Loans

Interest

Expenses

Revenue

Taxes

Miscellaneous

Chamber Dues

Promo/Events/Act

\*\*Profit Before Tax

<sup>6,769</sup> \* \$85,000 at 8% over 60 mos.

<sup>\*\*</sup>Tax at 13%

## 2020 Cash Pro Forma January 1st through December 31st

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash on Hand	34,838	46,799	58,064	70,721	83,378	96,035	108,692	121,349	132,974	145,631	158,288	170,945
Operating Reserves		33,569	34,326	35,803	36,501	37,210	37,919	38,628	39,385	40,094	40,803	41,512
(@3% of expenses)	709	733	757	709	709	709	709	709	757	709	709	709
Cash Receipts	38,168	38,168	38,168	38,168	38,168	38,168	38,168	38,168	38,168	38,168	38,168	38,168
Total Cash Available	67.674	80,368	92,390	106,524	119,879	133,245	146,611	15 <del>9</del> ,977	172,359	185,725	199,091	212,457
											,	
Wage (6@ \$15/hr/6)	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700
Owner's Salary	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Supplies - Office	100	100	100	100	100	100	100	100	100	100	100	100
Van Lease (2)	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540
Maintenance	0	1,600	Ò	0	0	0	0	1,600	0	0	0	0
Gas (2)	600	600	600	600	600	600	600	600	600	600	600	600
Accounting/Legal	40	40	40	40	40	40	40	40	40	40	40	40
Office	50	50	50	50	50	50	50	50	50	50	50	50
Cellular	100	100	100	100	100	100	100	100	100	100	100	100
App Fees & Maint.	150	150	150	150	150	150	150	150	150	150	150	150
Alarm/Cams/Zonar	200	200	200	200	200	200	200	200	200	200	200	200
Insurance-Auto	500	500	500	500	500	500	500	500	500	500	500	500
Insurance-Business	250	250	250	250	250	250	250	250	250	250	250	250
*Loans	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Interest	200	200	200	200	200	200	200	200	200	200	200	200
Miscellaneous	850	50	50	50	50	50	50	50	50	50	50	50
Chamber Dues	40	40	40	40	40	40	40	40	40	40	40	40
Promo/Events/Act	300	300	300	300	300	300	300	300	300	300	300	300
Expenses	24,420	25,220	23,620	23,620	23,620	23,620		_	•			23,620
**Profit Before Tax	•	•	14,548	14,548	14,548							14,548
Taxes	1,787	1,683	1,891	1,891	1,891	1,891	1,891	1,683	1,891	1,891	1,891	1,891
Revenue	11,961	11,265	12,657	12,657	12,657	12,657	12,657	11,265	12,657	12,657	12,657	12,657
* 40= 550												

<sup>\* \$85,000</sup> at 8% over 60 mos. \*\*Tax at 13%

## **Personal Cash Flow Statement**

Please complete this Personal Cash Flow Statement for all owners of 20% or greater and for any other Guarantor(s). Kevin Lillard Name 2018 For Year Ended **Annual Expenses** Annual Income Taxes: Income & Other 88,212 Salary Rental Payments **Bonus & Commissions** Mortgage Payments Rental Income 29,736 Residential Interest Income Investment Dividend Income **Property Taxes** Capital Gains Residential Partnership Income Investment Other Investment Income Loan Payments insurance Alimony & Child Support 1,500 Tuition Other Living Expenses Medical Expenses 3,312 Other Expenses 34,548 88.212 TOTAL EXPENSES TOTAL INCOME 53,664 **TOTAL INCOME less TOTAL EXPENSES** The undersigned hereby certifies that this information, including all attachments, is true, accurate and complete as of the date of this application. The undersigned understands that false statements may result in the denial of the loan request. Applicant Signature:



Signature of Applicant [The signature of the applicant must be verified. See attachment C for a sample Verification statement. If applicant is a corporation, an authorized officer must sign the application]. (RPP, Rule 1.8)

Signature and address of attorney, if applicable [An applicant's attorney or representative may verify a document on behalf of the applicant.].

CORPORATE SEAL, IF APPLICANT IS A CORPORATION

## NOTICE

### ATTACHMENT A

On <u>September 3, 2019</u>, the Application of <u>Prodigy Children's Shuttle Service</u>.

<u>LLC</u> dba <u>Prodigy Children's Shuttle Service</u> was filed with the California Public Utilities Commission, seeking a passenger stage corporation certificate to perform *children's shuttle service*. A copy of the Application and related exhibits will be furnished by applicant upon request. Please direct request to:

Kevin Lillard 5605 Claudied Way Elk Grove, CA 95757 (916)895-2103

CERTIFICATE OF SERVICE

ATTACHMENT B

I hereby certify that I have served the within application on the following named public transit operators and Notices of said filing, a copy of which is attached hereto, on all the named city and county governmental agencies, regional planning agencies and airports by mailing a copy via first-class mail with postage prepaid.

Executed on September 3, 2019 at Elk Grove, California.

## **EXHIBIT F**

The names of all county and city governmental entities, regional transportation planning agencies and public transit operators within whose boundaries passengers will be loaded or unloaded are attached hereto.

- 1. CPUC
- 2. DMV
- 3. CHP
- 4. Sacramento Regional Transit District
- 5. Elk Grove Police Department
- 6. Sac RT
- 7. E-Tran
- 8. City of Elk Grove

## **Alcohol and Drug Abuse Policy**

Prodigy Children's Shuttle Service (hereinafter referred to as "Prodigy") is a drug and alcohol-free workplace. The purpose of this policy is to ensure the safety of all employees and to promote productivity. This policy applies to all employees, contractors, and temporary workers. Substances covered under this policy include alcohol, illegal drugs, inhalants, and prescription and over-the-counter drugs.

*Prodigy* reserves the right to inspect our property and premises for these substances. *Prodigy* reserves the right to conduct alcohol and drug tests at any time. *Prodigy* may terminate your employment if you violate this policy, refuse to be tested, or provide false information.

#### Definitions under this policy:

- A "substance" includes alcohol, illegal drugs, inhalants, and prescription and over-the counter drugs.
- An "illegal drug" is any substance that is illegal to use, possess, sell, or transfer.
- "Drug paraphernalia" are any items used or intended for use in making, packaging, concealing, injecting, inhaling, or consuming illegal drugs or inhalants.
- A "prescription drug" is any substance prescribed for an individual by a licensed health care provider.
- An "inhalant" is any substance that produces mind-altering effects when inhaled.
- "Company premises" include our buildings, grounds, parking lots, and companyprovided vehicles.

#### You are "under the influence" if any substance:

- impairs your behavior or your ability to work safely and productively;
- results in a physical or mental condition that creates a risk to your own safety, the safety
  of others, or company property and premises; or
- is shown to be present in your body, by laboratory evidence, in more than an identifiable trace.

